TAB A

PLUNKETT AFFIDAVIT

	and the second second			
TOWNS - TO NOT	Vaire in the			
BEAD STEAMULE	WRITE IN THIS AREA DE	CUMENTATION OF	ANTWEIGHT HIS CAN	
BEAR STEARNS SECUI	3776	The Management of the Control of the		
2 - CONTRACTOR	RIFIES CORP.	ethicae eggs	BEDOOD .	
CUSTOMER'S NAME IN FULL		· · · · · · · · · · · · · · · · · · ·	KEPORT OF I	VEW ACCOUN
G. KEIT D.	8 8 8 . 2 <del> </del>	SOCIAL	SECURITY NO./TAX ID.	
BRRINEZZ YDDKEZZ	WRETT		) 5 21	
RONA	,	BUSINES	S. PHONE	2328
HOME ADDRESS	WEALTH AV	EHIZLA	137-	2441(238
I P.	1 1	HOME PI	4744-50	734 x 3 38
DOSTON M	A har		HONE -	1 1 2 1 1
TYPE OF ENTITY (MUST CHECK ONE) A. INDIVIDUAL B. KOINT	L dal	(61	7)266-	- HAZ
B. JOINT C. PARTNERSHIP D. CORPORATION	G. SOLE OWNERSH H. BANK OR TRUST		A. INVESTMENT CLUB	1400
E. TESTAMENTARY TRUST	J. STATE AGENCY		MUTUAL FUND	
ADVISTALY	K. BROKER-DEALER L. ESTATE	C 🖺 🖠 Ö	I IRA Isee sund	Ä .
\$ 200,000,00	APPROX NET WORTH		KEOGH (see over)	片 .
EMPLOYED BY AND OR NATURE OF BUS	1,500,000	.00	INVESTMENT OBJECTIVE	
	W.		R OCCUPATION	TION
IS CUSTOMER EMPLOYED		TWIER	-	ARE MOR
"ET NOE OF CUSTOMER-2"	INTRODUCED TO AF BY		MAGIA	ARG TIBR
MARITAL STATUS	LATED? YES ! ID		1/1	162
BANK AND OTHER REFERENCES	SINGLE []	STATE RELATIONSH SPOUSE'S OCCUPATION	IP.	:
OTHER REPERENCES	DOES: CUSTOMER HAVE O SPECIFY ACCOUNT NO.	OTHER ACCOUNTS IN	·	
ACCOUNT WILL BE TRADING -	/	MIN STORMS WITH	US? YES NO	]
	CASH MARGIN	[H		. 4.
FACCOUNT IS HANDLED BY AN INVESTMENT OTHER THAN AN MORE 64	ENT ADVISOR, PLEASE PROVIDE	- Land	DITY []	
JF OTHER THAN AN INDIVIDUAL OR JOINT	OG RIDGE KO	DDRESS OF	DVISOR	
INITIAL TRANS	ACCOUNT, INDICATE PERSONNA	UTHORIZED TO ENTER	ORDERS AND SELECTION	04523
INITIAL TRANSACTION SECURITY			•	RUCTIONS:
REASON FOR WAIVE OF DEPOSIT	NO. SHARES	DEPO		4
<u> </u>		NO. D	EPOSIT	· · · · · · · · · · · · · · · · · · ·
IF AE HAS TRADING AUTHORITY, CHECK HER	EID		1	
STATE NAME AND PELATIONS		AE NAME		
STATE NAME AND RELATIONSHIP OF ANY TH	IRD PARTY (OTHER THAN AE) H	OLDING TRADING AUT	L. HOUSE	
RADING ALTHODIZATION WILLIAMS	STATE NAME OF TIME	AN IONA DINA MONA	DRIZATION	
- 111	GEN PIYIR C	DE ALTY FO		
E REGISTERED IN CUSTOMER'S STATE OF RES	10.5	ب		<del></del>
E CICALINA CE	HAVE YOU	OU SENT FORMS TO CUS	TOMER?	
LLEPHONE EXT.	115-1-1	no L.) Jupervisor's signature	e .	
AWAGING DIRECTOR'S/PRINCIPAL'S SIGNATUR	3/17/0A			DATE
, STATES SIGNATUR	E DATE	/\VI	DENTIAL	-
		VAL	.0002	

Case 1:04-cv-10 PLEASE COMPLETE AND SIG	3N BELOW (Each question m	ust be answered of	d 09/13/2005 Page 3 of 10 completely) 6 /3 - 93 776
Account Owner's Full Name:	r. KE	NT	PLUNKETT
Street Address: 382 Ca	First Midd OMMONWEALTI	H AVE :	#13 Last
city: <u>BOSTON</u>	State	· MA	Zip: <u>022/5</u>
Phone Number(s): (617) 266-1606	Business Ceil		
Investment Objective(s): Grov	307	ofits Specular	Pager
Investment Experience (# of years i	nvesting in): // Stocks/B	ondsOpt	tions Ocumodities
			Net Worth: \$ 7,500,000.00
			I have O dependents.
Name of Employer: SALAR	Y. COM, INC Natu	re of Business:	NTERNET SOFTWARE M
Length of employment: yea	rs. Is your employer an NASI	O registered broker	rage firm? Yes No
Bank: <u>BAYBANK BOST</u> Name, City	ON BOST	Type(s)	of Account: Checking Savings
DINT ACCOUNT INFORMATION	(if applicable):		
Joint Account Owner's Name:			
•		e Initial	Last
Investment Experience (# of years in Social Security No.:			
			Net Worth: \$
Date of Birth: / /			I have dependents.
Length of employment:year.			·····
CCOUNT: Account will be trading or	n a 🖰 cash basis 🗓 margin ba	sis. I request the a	ibility to trade options: [4Yes ] No
I request the following services and	agree to the attached Fee Sched		I.™ []Yes []Ho Dw Jones News: [] Yes []Ho
I (We) have read and understand brokerage services through its Cle	this Agreement and hereby rearing Firm. Please Note: If this is	equest that ONLI a Joint Account <u>both</u> p	NE provide fully disclosed securities parties must sign here.
Account Owner's Signature X	mungleng Pl	lux	Date 3-15-00
Joint Account Owner's Signature X	,		- Date

# Filed 09/13/20 Page 4 of 10 BEAR STEARNS The Bear Steams Companies Inc. 245 Park Avenue

# **Customer Agreement**

PLEASE READ CAREFULLY, SIGN AND RETURN

This agreement ("Agreement") sets forth the terms and conditions on which subsidiaries of The Bear Steams Companies Inc. will open and maintain account(s) in your name and otherwise transact business with you.

- PARTIES. You hereby agree that the parties to this Agreement inc., whether now existing or hereafter created (each such subsidiary being referred to hereinafter as a "Bear Steams entity" and all such subsidiaries being collectively referred to hereinafter as "Bear Steams").
- 2. APPLICABLE LAWS, RULES AND REGULATIONS. All transactions shall be subject to the applicable laws, rules and regulations. All trans-state and self-regulatory, sutherities, including, but not limited to, the rules and regu-tations of the Board of Generalizations of the Federal Reserve Nation and including constitutions.
- actions are executed.

  3. SECURITY INTEREST AND LIEN; REGISTRATION OF SECURITIES. As security for the payment and performance of air of your obligations and
  ilabilities from time to time outstanding to any Bear Steams entity, whether under this
  Agreement or otherwise, each Bear Steams entity shall have a continuing first lien
  and security interest in (i) ail property in which you now have or hereafter acquire an
  interest which is now or hereafter held by or through any Bear Steams entity, including, but not limited to, any and ail accounts, instruments, documents, contract rights,
  commodities and commodity futures contracts, commercial paper and other securities, monies, depost accounts and general intangibles, and (ii) any and ail rights;
  claims or causes of aiction you may now or hereafter have against any Bear Steams
  entity. You hereby acknowledge and agree that all such property of yours hold by or
  through any Bear Steams entity is held as collateral by such Bear Steams entity as
  agent and balles for itself and all other Bear Steams entities. You ispiresen that all
  of the above-described collateral shall at all times be fire aid cload if all fens, claims
  and encumbrancies of any feature other than the security interest created foreity. In
  addition, in order to satisfy any of your outstanding liabilities or obligations to any Bear
  Steams entity, Bear Steams may, to the fullest extent permitted by law, at any time in
  its discretion and without prior notice to you, use, apoly or transfer any and all securities or other property encloding, without firmitation, fully-paid securities and east). You
  hereby agree that, except as otherwise specifically agreed in writing, Bear Steams
  or the name of its designes.
- DEPOSITS ON TRANSACTIONS. Myenever Pear Siliams, in its sole discretion, considers it necessary in order to assure the due-performance of your open contractual commitments. It may require you, and you hereby agree, to deposit cash or collateral immediately in your account(s) prior to any applicable set
- thement date.

  BREACH, BANKRUPTCY OR DEFAULT. Any breach of or default under this Agreement or any other agreement you may have with any Bear or other commencement of a proceeding in banknuptcy or insolvency, or the appointment of a receiver, by or against you or any guarantor, co-signer or other party lable on or providing security for your oldgations to any Bear Steams entity, or the appointment of a receiver, by or against you or any guarantor, co-signer or other party lable on or providing security for your oldgations to any Bear Steams entity, or the levy of an attachment against your or any such other party's accounties, with any Bear Steams entity, or your death, mental incompetence or dissolution, or any other grounds for insecurity, as determined by Bear Steams in its sole discretion (including, without limitation, any indication of your refusal or inability to satisfy promptly any margin call or other deposit; requirement, fereunder), shall constitute, at Bear Steams entity, whether heretofore or hereafter entered into. In the event of any upon default under the New York Unitom Commercial Gode's and Other agriculture, and the property which may have been soid short, to exercise any and all options and other rights, to accelerate, cancel, terminate, liquidite, close out and net the settlement payments and/or delivery obligations under any or all options and other rights, to accelerate, cancel, terminate, liquidite, close out and net the settlement payments and/or delivery obligations under any or and output to office the settlement payments and/or delivery obligations under any remaining deficiency, loss, costs or expenses incurred or sustained by Bear Steams entity, shall have the rights, to accelerate, cancel, terminate, liquidite, close out and net the settlement payments and/or delivery obligations under any remaining deficiency, loss, costs or expenses incurred or sustained by Bear Steams in property to offise market disk, and to offise any indebtedness you may have (either individually or jointly BREACH, BANKRUPTCY OR DEFAULT.
- EXECUTION FEES AND SERVICE CHARGES. You under stand that your account(s) will be charged brokerage commissions or mark-uper mark-downs in connection with the execution of transactions ("Execution Fees") and mark-downs in connection with the execution of transactions ("Execution Fees") and may be charged certain other fees for custody and other services furnished to you ("Service Fees"). All such fees shall be determined by Bear Steams unless you's account[s] is (are) introduced to Bear Steams by another broker, in which case all Execution Fees and certain Service Fees shall be determined by such other broker. You further understand-thal Execution Fees may be changed from time to time upon thirdly days' prior written notice to you, and, in each case, you agree to be bound thereby.
- TRANSACTION REPORTS AND ACCOUNT STATEMENTS. Reports of the execution of orders shall be conclusive if not objected to in writing by you writtin the shorter of the applicable settlement cycle of the subject transactions or

J000-1041 REV. 2/97(151686

three business days after such documents have been transmitted to you by mail or otherwise. Statements of account shall be conclusive if not objected to in writing within ten days after transmission.

- in ten days arer transmission.

  5. DEBIT BALANCES: TRUTHAN-LENDING: You hereby discharge receipt of Bear Steams' Truth-A-Lending discharge statement. You understand that interest will be charged on any debit balances in your account(s) in accordance with the methods described in such statement or in any amendment or existion thereto which may be provided to you. Any debit balance which is not paid at the close of an interest period will be added to the opening balance lot the next
- by any Bear Steams entity as clearing ment for your proker cities a serviced by any Bear Steams entity as clearing ment for your proker cities as Seams entity as clearing ment for your proker cities as Seams entity as companied to the process of chase or sale of securities and other property in your account(s), on margin or other wise, and (b) any other instructions concerning your account(s), on margin or other instructions concerning your account(s) or the property therein, You understand and agree that Bear Steams shall have no responsibility or liable. You give that your broker and the employees are third-party-beneficiaries of this Agreement, and that the terms and conditions hereof, including the arbitration provides shall be applicable to all matters between or among any of you, your broker and its employees.
- its employees and Bear Steams and its employees.

  (a. COLLECTION AND OTHER ACCOUNT-RELATED COSTS. You hereby agree to pay, on demand, all-reasonable direct and indirect costs, liabilities and damages incurred by Bear Steams (including, without limitation, costs of collection, atomeys fees, court costs and other expenses) in connection with (i) enforced account or any property therein (including, without limitation, claims to such property by third parties). (iii) your use of or access to any Bear Steams or third-party system or (iv) Bear Steams account is a reliance upon your instructions of such or account is introduced to Bear Steams by another broker, the instructions of such other broker. In each case and whether or not demand has been made therefor, you hereby authorize Bear Steams to charge your account(s) for any and all such costs, including, without limitation, costs incurred in connection with the liquidation of any property held in your account(s).
- 11. IMPARTIAL LOTTERY ALLOCATION. You agree that, in the event. Bear Steams holds on your behalf securities in its name, in the name of its beal ofteny allocation system for such called in part, you will participate in the impartial form yallocation system for such called securities in accordance with the rules of the New York Stock Exchange, inc. or any other appropriate self-regulatory organization, when any such call is favorable, no allocation will be made to any account in which, to the knowledge of Bear Steams, any officer, director or employee of Bear Steams has any financial interest until all other customers have been satisfied on an impartial foftery basis.
- t2. WAIVER, ASSIGNMENT AND NOTICES. Neither Bear Steams failure to insist at any time upon strict compliance with this Agreement or with any of the terms hereof nor any continued course of such conduct on its part shall constitute or be considered a waiver by Bear Steams of any of its rights or privileges hereunder or your interest in any property held by or through Bear Steams without obtaining the prior written consent of an authorized representative of Bear Steams shall be null and yold. Each Bear Steams entity reserves the right to assign any of its rights or obligations hereunder to any other Bear Steams entity without prior notice to you. Notices and other communications (including, without initiation, margin calls) delivered, laxed, sent by express delivery service or mailed to the address provided by you shall, until Bear Steams has received notice in writing of a different address be deemed to have been personally delivered to you. "Wildight calls may also be communicated orally, without subsequent written confirmation." 12. WAIVER, ASSIGNMENT AND NOTICES.
- 13. FREE CREDIT BALANCES. You hereby authorize Bear Sleams to use any free credit balance awaiting investment or reinvestment in your account(s) in accordance with all applicable rules and regulations and to pay interest thereon at such rate or rates and under such conditions as are established from time to time by Bear Steams for such account(s) and for the amounts of cash so used.
- RESTRICTIONS ON ACCOUNT. You understand that Bear 14. RESTRICTIONS ON ACCOUNT. You understand that Bear Steams, in its sole discretion, may restrict or prohibit trading of securities or other property in your account(s) and may terminate your account(s), and you shall nevertheless remain table for all of your obligations to Bear Steams under this Agreement
- 15. CREDIT INFORMATION AND INVESTIGATION. You authorize Bear Steams and, if applicable, your introducing broker, in its or their discretion, at any time and from time to time, to make, or obtain reports concerning your credit standing and business conduct. You may make a writen request for a description of the nature and scope of the reports made or obtained by Bear Steams and the same will be provided to you within a masonable period of time.
- will be provided to you within a reasonable period of time.

  16. SHORT AND LONG SALES. In placing any sell order for a short account, you will designate the order as such and hereby authorize Bear Sleams to mark the order as being short. In placing any sell order for a long account, you will designate the order as such and hereby authorize Bear Sleams to mark the order as being for along. The designation of a sell order as being for a long account shall constitute a long-sentiation that you own the security with respect to which the order has been placed, that such security may be soid without restriction in the order market and that if Bear Steams does not have the security in its possession at the first you place the order, you shall deliver the security by settlement date in good desireable form or pay to Bear Steams any losses and expenses it may incur or sustain as a result of your failure to make delivery on a timely basis.
- MARGIN AND OTHER COLLATERAL REQUIREMENTS. 17. MARGIN AND OTHER COLLATERAL REQUIREMENTS. You hereby agree to deposit and maintain such margin in your margin accounts, it any, as Bear Steams may in its sole discretion require, and you agree to pay forthwith on demand any debit balance owing with respect to any of your margin accounts. In addition, you further agree to deposit promptly and maintain such other collateral with Bear Steams as its required by any other agreement or open transaction you may have with any Bear Steams entity. Upon your lailure to make any such payment or deposit, or if at any time Bear Steams, in its sole discretion, deems it necessary for

( see back)

DOCCODE 1065

its protection, whether with or without prior demand, call or notice, Bear Steams shall be entitled to exercise all rights and remedies provided in paragraphs 3,5 and 27 here of. No demands, calls, tenders or notices that Bear Steams may have made or given in the past in any one or more instances shall invalidate your waiver of the requirement to make or give the same in the future. You further acknowledge and agree that any positions in your margin account(s) shall be deemed "securities contracts" within the meaning of Sections 555 and 741(7) of the U.S. Bankruptcy Code and any successors thereto. Unless you advise Bear, Steams in writing to the contrary, you represent that you are not an affiliate (as defined in Rule 144(a)(1) under The Securities Act of 1933) of the issuer of any security held in any of your accounts.

- 18. CONSENT TO LOAN OR PLEDGE OF SECURITIES IN MARGIN ACCOUNTS. Within the limits of applicable tay and regulations, you hereby
  authorize Bear Steams to lend either to itself or to others any securities held by Bear
  Steams in any of your margin accounts, to convey therewith all attendant rights of
  ownership (including voting rightls) and to use all such property as collateral for its
  general loans. Any such property, together with all attendant rights of ownership, may
  be pledged, repledged, hypothecated or rehypothecated either separately or in common with other property for any amounts due to thear. Steams thereon or for a gester
  sum, and Bear Steams shall have no obligation to retain a line amount of similar property in its possession and control. You hereby acknowledge that, as a result of such
  activities, Bear Steams may receive and retain certain benefits to which you will not
  be entitled. In certain circumstances, such loans may limit, in whole or in part, your
  ability to exercise voting and other attendant rights of ownership with respect to the
  loaned or pledged securities.
- 19. LEGALLY BINDING. You hereby agree that this Agreement and all of the terms hereof shall be binding upon you and your estate, heirs, executors, administrators, personal representatives, successors and assigns. You further agree that all purchases and sales shall be for your account(s) in accordance with your oral or written instructions. You hereby waive any and all defenses that any such oral instruction was not in writing as may be required by any applicable law, rute or regulation.
- 20. AMENDMENT. You agree that Bear Steams may modify the terms of this Agreement at any time upon prior written notice to you. By continuing to accept services from Bear Steams thereafter, you will have indicated your acceptance of any such modification. If you do not accept such modification, you must notify Bear Steams in witing; your account may, then be terminated by Bear Steams, after which you will remain liable to Bear. Steams for all outstanding liabilities and obligations. Otherwise, this Agreement may not be modified absent a written instrument signed by an authorized representative of Bear Steams.
- 21. GOVERNING LAW: THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF NEW YORK AND SHALL BE CONSTRUED, AND THE CONTRACTUAL AND ALL OTHER RIGHTS AND LIABILITIES OF THE PARTIES DETERMINED, IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PRINCIPLES THEREOF.
- 22. ARBITRATION. YOU AGREE THAT CONTROVERSIES ARISING BETWEEN YOU AND YOUR INTRODUCING BROKEN AND / OR BEAR STEARNS, 'AND ANY OF YOUR OR THEIR CONTROL PERSONS, PREDECESORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS AND EMPLOYEES, SHALL BE DETERMINED BY ARBITRATION.

WITH RESPECT TO THE RESOLUTION OF ANY SUCH CONTROVERSY, YOU FURTHER ACKNOWLEDGE THAT:

- ARBITRATION IS FINAL AND BINDING ON THE PARTIES.
- EXCEPT AS OTHERWISE PROVIDED HEREIN, THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO JURY TRIAL
- PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS.
- THE ARBITRATORS' AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING AND ANY PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS IS STRICTLY LIMITED.
- THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFICIATED WITH THE SECURITIES INDUSTRY.
- NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION NOR SEEK TO ENFORCE ANY PRE-DISPUTE. ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL: (I) THE CLASS CENTIFICATION IS DENIED; (II) THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.
- ANY ARBITRATION UNDER THIS AGREEMENT SHALL BE HELD AT THE FACILITIES AND BEFORE AN ARBITRATION PANEL APPOINTED BY THE NEW YORK STOCK EXCHANGE, INC., THE AMERICAN STOCK EXCHANGE, INC. OR, IF THE NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. OR, IF THE TRANSACTION WHICH GIVES RISE TO SUCH CONTROVERSY IS EFFECTED IN ANOTHER UNITED STATES MARKET WHICH PROVIDES ARBITRATION FACILITIES, BEFORE SUCH "OTHER FACILITIES. YOU MAY ELECT ONE OF THE FOREGOING FORUMS FOR ARBITRATION, BUT IF YOU FAIL TO MAKE SUCH ELECTION BY REGISTERED MAIL OR TELEGRAM ADDRESSED TO BEAR, STEARNS SECURITIES CORP., 245 PARK AVENUE, NEW YORK, NEW YORK 10167, ATTENTION: CHIEF LEGAL OFFICER, IOR ANY OTHER ADDRESS OF WHICH YOU ARE ADVISED IN WRITTING), BEFORE THE EXPIRATION OF TENDAYS AFTER RECEIPT OF A WRITTEN REQUEST FROM BEAR STEARNS TO MAKE SUCH ELECTION, THEN BEAR STEARNS MAY MAKE SUCH ELECTION.

BEAR STEARNS ACTS AS CLEARING AGENT, SUCH ELECTION SHALL BE MADE BY REGISTERED MAIL TO SUCH BROKER AT ITS PRINCIPAL PLACE OF BUSINESS. THE AWARD OF THE ARBITRATORS, OR OF A MAJORITY OF THEM, SHALL BE FINAL, AND JUDGMENT UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT, STATE OR FEDERAL, HAVING JURISDICTION.

- 23 SEVERABILITY. If and to the extent any term or provision herein is or should become invalid or unenforceable under any present or future law, rule or regulation of any sovereign government or regulatory body having jurisdiction over the subject matter of this Agreement, then (i) the remaining terms and provision hereol shall be unimpaired and remain in full force and effect and (ii) the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision.
- 24. EXTRAORDINARY EVENTS. Bear Steams shall not be liable for losses caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, strikes or other conditions beyond its control.

HEADINGS. The headings of the provisions begon are for ease of reference only and shall not affect the interpretation or application of this Agreement or in any way modify or qualify any of the rights provided for hereunder.

- 26. TELEPHONE CONVERSATIONS. For the protection of both you and Bear Steams, and as a tool to correct misunderstandings, you hereby authorize Bear Steams, at Bear Steams' discretion and without prior notice to you, to monitor and/or record any or all telephone conversations or electronic communications between you and Bear Steams or any of Bear Steams' employees or agents. You acknowledge that Bear Steams may determine not to make or keep any of such recordings and that such determination shall not in any way affect any party's rights.
- 27. CUMULATIVE RIGHTS; ENTIRE AGREEMENT. The rights of each Bear Steams entity set both in this Agreement and in each other agreement you may have with any Bear Steams entity, whether heretolore or hereafter entered into, are cumulative and in addition to any other rights and remedies that any Bear Steams entity, may have and shall supersede any limitation on or any requirement for the exercise of such rights and remedies that is inconsistent with the terms of this or any other, such agreement (including, without limitation, any requirement that time elapse of notice or demand be given prior to the exercise of remedies). The provisions of this, Agreement shall supersede any inconsistent provisions of any other agreement heretore or hereafter entered into by you and any Bear Steams entity to the extent that the subject matter thereof is dealt with in this Agreement and the provisions of such other agreement would deny any Bear Steams entity any benefit or protection afforded to it under this Agreement. You hereby appoint Bear Steams as your agent and attorney in-fact to take any action (including, but not limited to, the filling of financing statements) necessary or desirable to perfect and protect the security interest granted in paragraph 3 hereof or to otherwise accomplish the purposes of this Agreement. Except as set forth above, this Agreement represents the entire agreement and understanding between you and Bear Steams concerning the subject matter hereof.
- 28. CAPACITY TO CONTRACT, AFFILIATIONS. You represent that you are of legal age and that, unless you have notified Bear Steams to the contraty, neither you nor any member of your inimediate tarrily is: (i) an employee or member of any exchange, (ii) an employee or member of the National Association of firm Securities Dealers, Inc., (iii) an individual or an employee of any corporation or firm engaged in the business of dealing, as broker or principal, in securities, options or lutines or (iv) an employee of any bank, trust company or insurance company. If the undersigned is signing on behalf of others, the undersigned hereby represents that the person(s) or enjity(less) on whose behalf it is signing is/are authorized to enter into this Agreement and that the undersigned is duly authorized to sign this Agreement and make the representations herein in the name and on behalf of such other person(s) or enjity(less).

If this is a Joint Account, both parties must sign. Persons signing on behalf of others should indicate the titles or capacities in which they are signing.

BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT:

- 1. THE SECURITIES IN YOUR WARRIN ACCOUNT(S) AND ANY SECURITIES FOR WHICH YOU HAVE NOT FULLY PAID, TOGETHER WITH ALL ATTENDANT OWNERSHIP RIGHTS, MAY BE LOANED TO BEAR STEARNS OR TO OTHERS, AND
- 2. YOU HAVE RECEIVED A COPY OF THIS AGREEMENT.

THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE AT PARAGRAPH 22.

THIS AGREEMENT IS DATED AS OF	3/19 10 00
613-93776	
(Account Number)  GKENT PLUA (Typed or Printed Name)	UKETT
	raha
(Signature)	ANGERS ENDER

(Typed or Printed Name)

(Signature)

CONFIDENTIAL VALOOO5

ACCEPTED AND AGREED TO:

## Cannick - And 10765-NMG Document 17-2 Filed 09/13/2005 Page o ul in Cannick - And Cannick - Page o ul in Cannick - And Cannick -Page 6 of 10

Under the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) you (as a payee) are required to provide us (as payer) with your correct Taxpayer Identification Number. If you are an individual, your Taxpayer Identification Number

Even though our records may indicate a Taxpayer Identification Number for your account you must use the W-9 form to certify the number as it appears on our files or to furnish us with your correct Taxpayer Identification Number.

If you do not provide us with certification of your correct Taxpayer Identification Number IRS regulations require that we withhold 31% of all dividends, interest and the proceeds of all sales credited to your account.

Should you have any questions concerning this matter, please contact your Account Executive.

Instructions (Section references are to the Internal Revenue Code.)

### Highlight for Interest or Dividend Accounts Opened After 12/31/83 -Backup Withholding

You may be notified that you are subject to backup withholding under section 3406(a)(1)(C) because you have underreported interest or dividends or you were required to but failed to file a return which would have included a reportable interest or dividend payment. If you have NOT been so notified, check the box in PART II. Note: Backup withholding may apply to existing accounts as well as accounts opened after December 31, 1983.

Caution: There are other situations where you may be subject to backup withholding. Please read the instructions below carefully.

Purpose of Form

Use this form to report the taxpayer identification number (TIN) of the record owner of the account to the payer (or broker).

Beginning January 1, 1984, payers must generally withhold 31% of taxable interest, dividend, and certain other payments if you fail to furnish payers with the correct taxpayer identification number (this is referred to as backup withholding). For most individual taxpayers, the taxpayer identification number is the social security number.

To prevent backup withholding on these payments, be sure to notify payers of the correct taxpayer identification number and, for accounts you open after December 31, 1983, properly certify that you are not subject to backup withholding under section 3406 (a)(1)(C).

You may use this form to certify that the taxpayer identification number you are giving the payer is correct and, for accounts opened after December 31, 1983, that you are not subject to backup withholding.

If the payer provides a different form that Form W-9 to request the taxpayer identification number, please use it.

**Backup Withholding** 

You are subject to backup withholding if:

(I) You fail to furnish your taxpayer identification number to the

(2) The Internal Revenue Service notifies the payer that you furnished an incorrect taxpayer identification number, OR

(3) You are notified that you are subject to backup withholding (under section 3406(a)(1)(C), OR

(4) For an interest or dividend account opened after December 31, 1983, you fail to certify to the payer that you are not subject to backup withholding under (3) above, or fail to certify your taxpayer identification number.

For payments other than interest or dividends, you are subject to backup withholding only if (1) or (2) above applies.

(See the section on the back titled "Payees Exempt from Backup Withholding.")

Payments of Interest, Dividends, and Patronage Dividends Accounts Opened before January 1, 1984.

To certify that the taxpayer identification number is correct for accounts opened before January 1, 1984, fill out your name and address, enter your account number(s) (if applicable), complete Part 1, sign and date the form and return it to the payer.

▼ DETACH ALONG PERFORATION BEFORE RETURNING BOTTOM PORTION. ▼ DOCUMENTATION DEPARTMENT USE ONLY - DO NOT WRITE IN THIS AREA Form W-9 DOC CODE 073 613-93776 Payer's Request For URGENT! (and/or Verification Of) SIGN THIS FORM IMMEDIATELY OR 31% OF DIVIDENDS, INTEREST AND PROCEEDS OF SALES WILL BE WITHHELD. Taxpayer Identification Number PART I. - Taxpayer Identification Number Enter the taxpayer identification number in the appropriate box. For most individual taxpayers, this is the social security number NOTE: If the account is in more than one name, see the chart on the reverse side of this form for guidelines on which number PART 2. – Backup Withhold On Accounts Opened After Tax ID No. on Bear Stearns Records 12/31/83 The number should be: Check the box if you are NOT subject to backup 536032 The number is correct. withholding under the provisions of section Name as shown on account (if joint account, also give joint owner's name). Street Address, City, State and Zip Code. 3406(a)(1)(C) of the Internal Revenue Code. If this form (or address label) is prepared by the Payer, the account number may also appear here. (See Highlight below.) NOT subject to backup withholding. Certification -Under the penalties of perjury, I certify that the information provided on this form is true, correct, and complete. Signature List account numbers here (see instructions) 3000-1689 (3/92) 310873

**DOCUMENTATION** 

Filed 09/13/2005

BEAR, STEARNS SECURITIES CORP. **NEW ACCOUNTS** ONE METROTECH CENTER NORTH-6 FLOOR BROOKLYN, NEW YORK 11201-3859

### **SEC Disclosure To Issuers**

### Please read carefully.

New SEC Rule Regarding Disclosure of Your Name, Address and Security Holdings to Issuers.

It is the policy of Bear Stearns to guarantee the confidentiality of the name, address and holdings of its customers whose securities are held by Bear Stearns. The Securities and Exchange Commission has adopted a rule, (# 17CFR 240), which will enable issuers of securities to learn the identity of, and communicate directly with their security holders whose securities are held in street name. Under this rule, upon an issuer's request, Bear Stearns will be required to provide the names, addresses and securities positions of those customers who are beneficial owners of the issuer's common stock and who have not objected to disclosure of such information. Issuers of securities may request this information starting January 1, 1986.

Under the SEC rule, you have the right to decide whether you want the information about you and your security holdings disclosed to all the companies in which you have positions in common stock or whether you wish to have this information kept confidential. The rule provides, however, that if you do not specifically object to such disclosure, you will be deemed to have consented to disclosure and Bear Stearns will be required to release such information to the companies requesting it.

This "option card" enables you to make your choice as to the release of this information. If you wish to maintain your anonymity with respect to such issuers and to prevent disclosure of the information to them, place an "X" in the box marked "NO".

Under the rule, your failure to respond will be interpreted as your having NO OBJECTION to disclosure of the information about you and your security holdings to the companies in which you own securities. In other words, if you do not return this card with the "NO" box appropriately marked, Bear Stearns must give your name, address and securities position to the companies which request such information. Accordingly, if you wish to prevent the release of this information, please mark the "NO" box and return this card to us.

DOCUMENTATION DEPARTMENT USE ONLY - DO NOT	WRITE IN THIS AREA DOC CODE 085
SEC Disclosure To Issuers	Date 3/19/00
NO I do not want my name, address and securities possecurities that are being held for me by Bear Steam	sitions disclosed to all the companies in which I own s.  CONFIDENTIAL
_	6/3 93776 VALOOO7 Account No. (Please Indicate Complete Number)
	G. KENT PLUNKETT
	Signature & American Grant State Sta
2000-2291 (11/92) #97220	Signature (If Joint Account - Both Parties Must Sign)

BEAR, STEARNS SECURITIES CORP One Metrotech Center North Brooklyn, NY 11201-3859

Trading Authorization Limited to Purchases and Sales of Securities, Futures, Foreign Currencies and Ontions

borner C. U. D	and Options
ACCOUNTING: G. KENT PLUNKE	TT 40000000
	Account Number(s): 6/3-93776
The undersigned hereby authorizes ERIC T.	. //.
	HOUSE Name of A
e ma	Name of Agent and Attorney-in-Fact) 25 the undersigned's agent

and anorney-in-fact (the "Agent") with full power and authority on the undersigned's behalf to buy, sell (including short sales) and trade in stocks, bonds, options (including uncovered option writing), and any other securities and commodities, and contracts relating to the same (including foreign futures, foreign options contracts, over-the-counter foreign currency, spot, forward and foreign currency option contracts), on margin or otherwise, and to enter into securities repurchase and securities reverse repurchase transactions in secondance with your terms and conditions, for the undersigned's name or number on the books of Beat, Stearns Securities Corp. ("Beat Stearns Securities"), a subsidiary of Beat, Stearns & Co., Inc. ("Beat Stearns Securities"), a than one Agent is designated, the undersigned authorizes each Agent to act severally; that is, each Agent alone shall be able to exercise the

In all such purchases, sales or transactions, Bear Steams Securities and whenever applicable, Bear Steams (hereinafter sometimes referred collectively as the "Brokers") is authorized to follow the instructions of the Agent in every respect concerning the undersigned's account(s) with Bear Steams Securities. The Agent is authorized to act for the undersigned and on the undersigned's behalf, in the same manner and with the same force and effect as the undersigned, with respect to such purchases, sales or transactions in the account(s).

The undersigned hereby agrees to indemnity and hold the Brokers, their successors, affiliates and assigns (the Indemnified Panies Inarmless from, and to pay the Indemnified Panies promptly on demand any and all losses, costs or expenses incurred in connections with the use of this trading authorization, including any debit balance in the undersigned's account(s). This authorization and indemnity is in addition to (and in no way limits or restricts) any rights which Beat Steams Securities of any of the Indemnified Panies may have under

any other agreement(s) between the undersigned and Beat Steams Securities and/or any of the indemnified Panies.

This authorization and indemnity is a communing one which, shall not be affected by the subsequent disability or incompetance of the undersigned and shall remain in force and effect until revoked by the undersigned by a written notice received at the Bear Stearns Securities office at One Adstrotech Center North, Brooklyn, New York 1120).

3859 or until Bear Stearns Securities receives actual notice of the death, dissolution, or insolvency of the undersigned (or if two customers sign, the death, dissolution, or insolvency of either one), and shall cruze to the benefit of the Brokers, their affiliates or any successor firms or firms, and the assigns of the Brokers or any of their respective successor firms.

Because Best Steams Securities is acting as clearing agent for a broker-dealer, and/or futures Introducing Broker and/or Futures Commission Merchant (hereinafter referred to as "B" and "FCM", respectively) and any emity introducing or otherwise acting as a broker or dealer in regards to foreign currency spot, forward or options comtacts ("FX Emity"), this authorization and indemnity shall enute to the benefit of the undersigned's broker-dealer, IB, FCM and/or FX Emity, their successors and assigns and all references bethe to the Brokers shall be deemed references both to the Brokers shall be deemed references both to the Brokers and the undersigned's broker-dealer, IB, FCM and/or FX Emity. The foregoing notwithstanding, the undersigned acknowledges and agrees that if the Agent designated herein is an employee on agent of the undersigned's broker-dealer, IB, FCM and/or FX Emity, such Agent is neither an agent of not under the control of the Brokers and the Brokers shall bear no liability for any transactions effected pursuant to the authority granted herein. The terms of this authorization shall be governed by the laws of the State of New York.

	_	TOTA 10/X.
(1	Distories Signature) Lot Ola Co	
•	() (Shallote)	
0	TI. KENT PLUNKETT	(Joint Party's Signature)
	a i l	/n
_	3/19/00	(Print Joint Party's Name)
(I	Date V T	
		(Daic)
	. <i>:</i>	
7)	HS OURST ON VENOTION	person associated with any member, allied member of member organization ciated with any broker-dealer or financial institutions.
വ്	any same	1 Mayana and 1
٠,	on) securities of commodifies exchange or a person and	beison associated with any member allied mamber of
_	any securities or commodities exchange or a person assor	cialco with any broker-dealer or financial in action of member organization
<del></del>	PLUMALIA INLUM	TAAL A IT A TO A TO THE TOTAL TO
O	Sel No)	MENT ADVISORY TAIL
	(Name of Firm	) INVIOLONG,
	- ( 11	/
Δn	enis Accepiance	
- L	Las receptables with our	o
		Marine
	FOR FIRE	URES CLIENTS ONLY
1 h	creby acknowledge that:	ONES CINEM 12 ONTA
D	have received a conviol the diselect	ne party named above prepared pursuant to CFTC Regulation 4.31.
Ð.	The disclosure document of th	ic party named shows present
٠	inc agent named above has not furnished me with a at-	prepared pursuant to CFTC Regulation 4.31
	party has advised that he/she/it is not registered with a	sciosure document prepared pursuant to Pagetter
	registered.	ne party named above prepared pursuant to CFTC Regulation 4.31. sclosure document prepared pursuant to Regulation 4.31 because said c CFTC as a Commodity Trading Advisor and is not required to be so
$\Box$	I am aware of the rules applicable to	s transing routsot and is not required to be so
	The state of the thies applicable to the	

I am aware of the rules applicable to over-the-counter foreign currency, forward and option transactions. I am an "Eligible

CONFIDENTIAL VALOOO8 A If the fee is to be deducted from the account, please complete the bottom portion.

Valhalla Investment Advisory, Inc. To:

6406 Ridge Road Cincinnati OH 45213

We hereby authorize payment of the quarterly Valhalla Investment Advisory, Inc. Management

Fee for the G. KENT PLUNKETT

Portfolio to be

paid from funds in the custodial account at Bear Stearns Securities Corporation.

I/We wish to receive a copy of the invoice.

D I/We do not with to receive a copy of the invoice.

Special Instructions:

PRINCIPALS (signatures)

# OPTIONS INFORMATION FORM AND AGREEMENT Account # (2/3/37/7/2)

Dear Client:

COMMINACATH AVE TT ZHONE , (617) 266166 Exchange rules require us to request the following information from all customers who intend to effect transactions in options. The information is infended to assist us in making recommendations that are appropriate to your completing the form. Bear Steams Securities may account to specific activities. IF ACCOUNT IS IN NAME OF MORE THAN ONE INDIVIDUAL, PLEASE SUPPLY INFORMATION FOR ALL OCCUPATION TATE ELLET SOFTHUARE MAR. EMPLOYER SALARY, COM. YEARS THERE DEPENDENTS APPROXIMATE INCOME \$100,000.00 SPOUSE'S INCOME MARITAL STATUS SIAUR CE LUDKE ADDRESS 383 (C TYPE OF BUSINESS\_ VAME

70 TRADING PROFITS SAVINGS APPROXIMATE LIQUID NET WORTH (Cash, Securities, Other) ACTIVITY TAX SHELTERS G GROWTH APPROXIMATE NET WORTH (Do Not Include Residence) 1500,000,000.000) C REAL ESTATE ☐ INCOME PAST INVESTIMENT EXPERIENCE: INVESTIMENT OBJECTIVES: CHECK BOX OTHER INVESTMENTS:

MODERATE LIMITED YEARŞ EXPER. STOCK/BONDS COMMODITIES OPTIONS

INVESTORS SHOULD NOT PURCHASE PUT OR CALL OPTIONS UNLESS THEY ARE ABLE TO SUSTAIN A TOTAL LOSS OF THE PREMIUM AND TRANSACTION GOSTS, OR WRITE UNCOVERED OPTIONS UNLESS THEY ARE ABLE TO SUSTAIN SUBSTANTIAL FINANCIAL LOSS, PLEASE CHECK (SELECT) ONE OR MORE OF THE OPTION STRATEGIES YOU MAY WISH TO EMPLOY:

COVERED CALL WRITING PUT/CALL SPREADS PUT/CALL BUYS (SPECULATIVE)

PUT WRITING (SPECULATIVE)

UNCOVERED CALL WRITING (THIS IS A HIGHLY SPECULATIVE ACTIVITY)

ATTENTION CLIENT: PLEASE SIGN THIS FORM ON THE BOTTOM RIGHT HAND SIDE AFTER READING ( Date

Approved For Currency Options Approved Equity Options Approved Int. Rate Options Approved Date Date Date Date

Date disclosure document sent 3000-349 (REV.11/93) CON

Date statement of risks for uncovered options writers sent

Registered Options Principal

CONFIDENTIAL

Bush

Advance in assignment at any time. A more detailed description of Bear Steams Securities random allocation procedure is no This agreement supplements any Customer Agreement which I may have signed, the terms of which shall, where and conditions thereof shall remain effective.

11. I HEREBY CERTIFY THAT THE BACKGROUND INFORMATION AND FINANCIAL DATA REQUED HEREIN IS ACCUMT. WILL Abvice VOV IMMEDIATE, AND TANGE VOV IMMEDIATELY IN WHITING OF ANY CHANGES IN SUCH INFORMATION OF DATA PARAGRAPHY. SERVICE MY IACKNOWLEDGE THAT THE SACREVILES OF ANY CHANGES IN SUCH INFORMATION OF DATA PARAGRAPHY.

Grand Land Conf. Signature of Customer If account of more than one principal (i.e. joint account) all principals to the account must sign.

Clearing Corporation and any exchange or other marketplace where executed, I, alone or in concert with others, will not violate the position or exercise limits of the exchanges which may change from time to time.

2. As security for payment of all my obligations and flabilities to Bear. Steams Corporation or exercise limits of the exchanges which may change from time to time.

2. As security for payment of all my obligations and fabrilities to Bear. Steams Securities Socratics Seams Securities, but the content of the exchanges of the content of the conten

5. Bear Steams Securities shall have no responsibility to notify me when an option in my account is nearing expiration, and I will have no claim for damage or loss arising out of the fact that an option in my account was not exercised unless! Securities.

6. If lengage in uncovered option writing, I agree to maintain adequate cash reserves to meet reasonably foreseable minder the circumstances.

7. ARBITRATION

Arbitration is final and binding on the parties.

Arbitration is final and binding on the parties.

The parties are waiving their right to seek remedies in court, including the right to jury trial.

Pre-arbitration discovery is generally more limited than and different from court proceedings.

The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the Arbitrators is strictly limited.

The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the secu-

Interpretation of any entreasons who has initiated in course annuronty or aroureacus with the sheldistry.

No person shall bring a purative or certified class action to application, not seek to entries any person who has initiated in course abutation, not seek to entries agricamental against any person who has initiated in course abutative class settly between agricamental against any person who has initiated in course abutative class action, or who is a member of a putative (if). The class of entities of order of the class with respect to any order and or who is a member of a putative (if). The customer is excluded from the class by the court. Such forbearner to enforce an agreement to arbitrate between you and Bear Stearns, its control persons, predecessors, subsidiaries and affiliates and diffusion controllers as account or you agree and by maintaining an account or you get seems Secultifies, agrees, that controlers as an excent to be where you and Bear Stearns, its control persons, predecessors, subsidiaries and affiliates and affiliates and by maintaining an account or you get subsequent to the date faire faire fast defermine between you and Bear Stearns, its control persons, predecessors, subsidiaries and affiliates and affirested by the Mew York Stock Exchange, inc., The American Stock Exchange, inc., or the National Association of securities Daalers, inc., (and only before such exchanges or association), you may elect for early effect in any subsequent which you are advised in writing), before the expiration of the description. Or the National Association of Securities Corp. 245 Part Avenue, New York 1005, Against and a broker for which Bear Steams acts as clearing agent, such election, for any addressed to Bear Steams and a broker of the such election by the such election in a ward and a broker for which Bear Steams acts as clearing agent, such election, for any addressed to Bear Steams and a strain and a broker of the benefit of Bear Steams and assigns, and it shall make be indied by the Agreement of

9. I am aware that exercise assignment notices for option contracts are allocated among customer short positions pursuant to a procedure which randomly selects from among all customer short option positions, including positions liabial-listed on the day of assignment, those contracts which are subject to assignment. All short option positions are subject to assignment at any time. A more detailed description of Bear Steams Securities random allocation procedure is

ENT FIL